

DRAFT

AGREEMENT

between

NEW ENGLAND MEDICAL CENTER, WANG CENTER

and

BOSTON REDEVELOPMENT AUTHORITY

This Agreement is made this _____ day of _____, 1983, by and between The Wang Center for the Performing Arts, Inc. (the "Wang Center"), formerly the Metropolitan Center, Inc., a non-profit corporation organized under Massachusetts General laws Chapter 180, the New England Medical Center, Inc. (the "Medical Center"), a non-profit corporation organized under Massachusetts General Laws Chapter 180, and the Boston Redevelopment Authority (the "Authority"), a public body politic and corporate organized under Massachusetts General Laws Chapter 121B, as amended.

WHEREAS, the Wang Center has constructed a cement loading dock and set of stairs (the "Dock") on the Stuart Street side of its building, located at 270 Tremont Street, Boston, MA, which Dock, pursuant to an easement dated August 13, 1980, presently stands on land held in trust by the Commonwealth of Massachusetts (the "Commonwealth") for the City of Boston (the "Site") and for the removal of which the Wang Center has adequate funds; and

WHEREAS, the Authority is preparing to construct certain public improvements (the "Public Improvements") on and in the vicinity of the Site, which will be funded in part by Urban Systems funds granted by the Federal Highway Administration to the Commonwealth, which will be constructed by a contractor (the "Contractor") selected by the Massachusetts Department of Public Works pursuant to Federal and Massachusetts bidding laws, but which, cannot be constructed until the Dock is removed from the Site; and

WHEREAS, the Authority tentatively designated a developer (the "Developer") on September 29, 1983 who expects to begin in the Spring of 1984 the construction of a new building on the parcel of land at the corner of Stuart and Tremont Streets, adjacent to the Wang Center and the Site; and

WHEREAS, the Authority holds in escrow Ten Thousand (\$10,000.00) Dollars which is the property of the Wang Center and which is being held on the condition, inter alia, that the Wang Center remove the Dock when required to do so by the Authority; and

WHEREAS, the Medical Center is prepared to provide legal access to the Wang Center across land it owns which fronts on Washington Street for the purposes of creating an access road to the new loading dock to be constructed by the Wang Center of the Washington Street side of its building; and

WHEREAS, the Medical Center is planning to start constructing on or about March 1, 1984 a Nuclear Medical Research building (the "NMR") under the public plaza on Washington Street and an underground tunnel (the "Tunnel") which will join the NMR to the New England Nutrition Center (the "Nutrition Center"), the construction of which may affect the timing of the construction of the Wang Center's new loading dock and access road on Washington Street; and

WHEREAS, the Wang Center currently leases its building at 270 Tremont Street, Boston, MA from the Medical Center.

NOW, THEREFORE, IT IS AGREED:

1. The Wang Center shall remove the Dock from the Site in time to allow the Authority, its agents, successors or assigns, and the Contractor, to proceed with the Public Improvements or in time to allow the Developer to proceed with construction of its new building, whichever shall come first (the "Operating Event", further defined in paragraph 2 below). The Wang Center shall hold the Authority, its agents, successors and assigns, the Contractor, the City of Boston, the Developer, and the Medical Center harmless from liability, including without limitation the cost of removing the Dock, reasonable legal fees and expenses, penalties, liquidated damages, loss of revenue, cost over-runs, and any consequential expenses or legal actions which may be incurred by or brought against any of the above-mentioned parties as a result of the removal of the Dock or the Wang Center's failure to remove the Dock after the Operating Event within the time period specified in paragraph 2 below.

2. The Wang Center has agreed to use reasonable efforts to begin removal of the Dock by January 1, 1984. In any event, the Wang Center will remove the Dock within six (6) weeks of the date of the Operating Event, provided the Wang Center is notified by the Authority promptly upon the occurrence of the Operating Event. The Operating Event shall occur on (1) the date of the final designation of the Developer by the Authority, or (2) the date of the signature of contract documents for the Public Improvements by the Contractor, or (3) such date as is negotiated between the Commonwealth, the Contractor, the Authority, and the Wang Center.

3. If possible, the Authority shall incorporate into the contract specifications for the Public Improvements work an additional item of work consisting of the removal of the dock to be performed by the Contractor in the event the dock has not been removed by the time the Contractor requires access to the Site and to be paid for by the Wang Center, said payment being made directly to the Contractor.

4. The Medical Center shall amend its lease with the Wang Center to provide the Wang Center with a right of way approximately twenty four (24) feet wide (adequate for two trucks unloading simultaneously) and otherwise of suitable design and construction in the reasonable judgement of the Wang Center, for access to the double loading dock to be built by the Wang Center on the Washington Street side of the Wang Center.

5. The Medical Center will use its best efforts to expedite the construction of its NMR and Tunnel and, particularly, to begin construction of the Tunnel first and at the Nutrition Center end to allow the Wang Center the earliest possible access to the location of the new loading dock. All subsurface and surface work, and grading, in the vicinity of and in the right of way will be paid for by the Medical Center. All surface work for the loading dock proper will be paid for by the Wang Center.

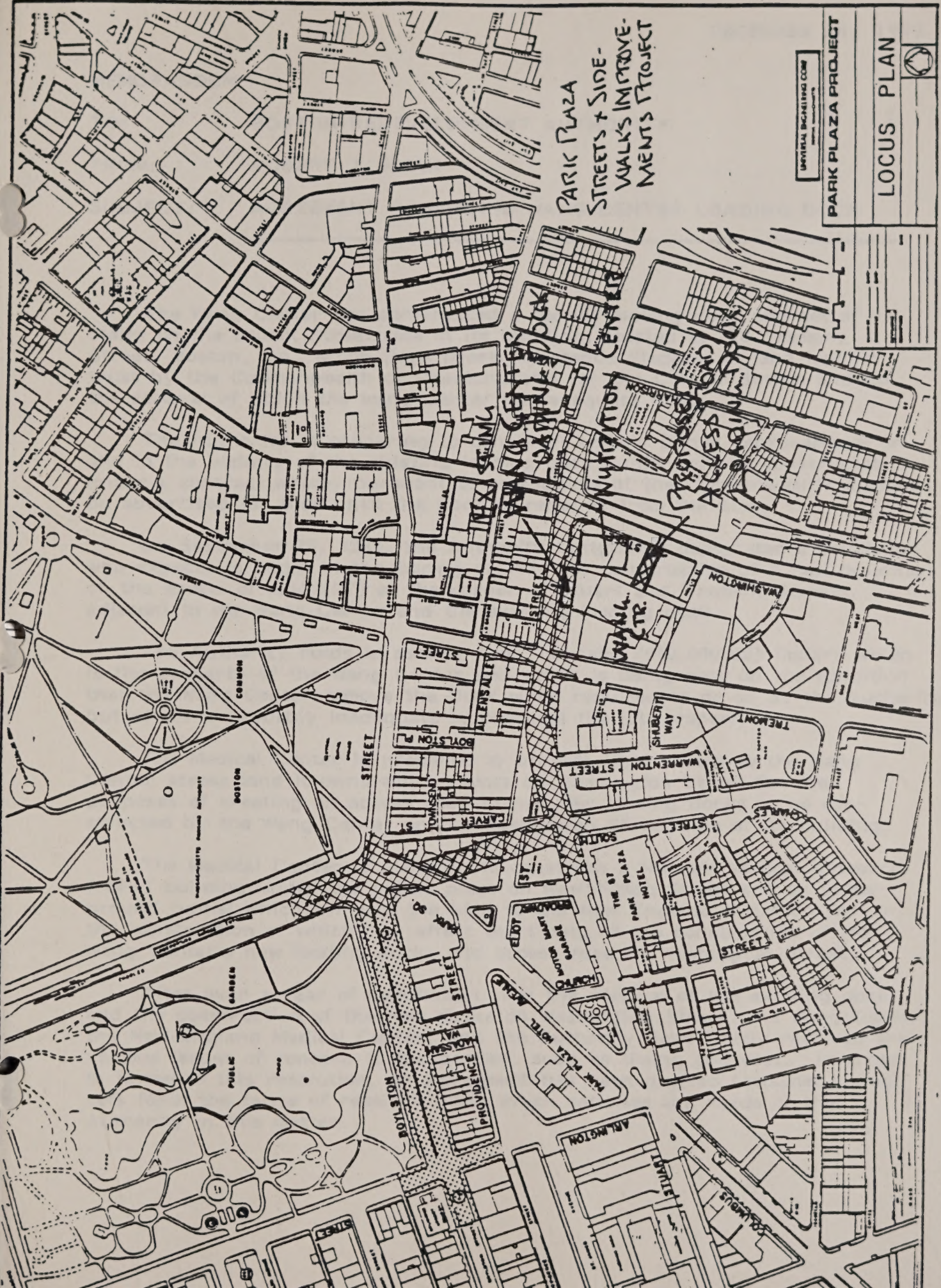
6. The Wang Center and the Medical Center shall coordinate their plans, designs, and contract documents such that their respective designs and materials are complementary.

7. In the event of default by the Wang Center with regard to timely removal of the Dock, the Authority may demolish the Dock, using the Ten Thousand (\$10,000.00) Dollars which the Wang Center has placed in escrow with the Authority, without regard to or liability for the financial or other effects upon the operations of the Wang Center.

Robert J. Ryan, Director
Boston Redevelopment Authority

Joseph M. Hobbs, President
The Wang Center for the
Performing Arts, Inc.

Dr. Jerome Grossman, President
New England Medical Center, Inc.



PARK PLAZA
STREETS + SIDE-
WALKS IMPROVE-
MENTS PROJECT

UNIVERSAL BILLBOARD CORP.
BOSTON, MASSACHUSETTS

PARK PLAZA PROJECT

LOCUS PLAN



DECEMBER 28, 1983

MEMORANDUM

TO: BOSTON REDEVELOPMENT AUTHORITY

FROM: ROBERT J. RYAN

SUBJECT: AGREEMENT REGARDING WANG CENTER LOADING DOCK

The Wang Center has constructed a cement loading dock and set of stairs on the Stuart Street side of its building, located at 270 Tremont Street, Boston, MA, which Dock presently stands illegally on land held in trust by the Commonwealth of Massachusetts for the City of Boston and for the removal of which the Wang Center has adequate funds.

The Authority is preparing to construct certain public improvements on and in the vicinity of the existing loading dock, which will be constructed under a contract which, pursuant to regulations of the Commonwealth, cannot be advertised for bids until the Dock is removed from the Site.

On September 29, 1983, the Authority tentatively designated a developer who expects to begin in the Spring of 1984 the construction of a new building on the parcel of land (P7) at the corner of Stuart and Tremont Streets, adjacent to the Wang Center and the existing loading dock.

The Authority holds in escrow Ten Thousand (\$10,000.00) Dollars which is the property of the Wang Center and which is being held on the condition that the Wang Center remove the Dock when required to do so by the Authority, but which is probably inadequate to complete the job properly.

The Medical Center is prepared to provide legal access to the Wang Center across land it owns which fronts on Washington Street for the purposes of creating an access road to two new loading docks to be constructed by the Wang Center on the Washington Street side of its building.

The Medical Center is planning to construct a Nuclear Medical Research (NMR) building under the public plaza on Washington Street and an underground tunnel which will join the NMR to the New England Nutrition Center, the construction of which may affect the timing of the construction of the Wang Center's new loading docks and access road on Washington Street.

After over a year of negotiation over the removal of the existing dock and the construction of the new docks on Washington Street, the Wang Center, the New England Medical Center, and the Authority have finally resolved the various issues of concern to the parties, such as timing and cost. In order to formalize this resolution, an Agreement has been drafted (attached) which sets forth the terms of resolution and which satisfies the needs of the Authority in this matter.

I recommend, therefore, that the Authority enter into this Agreement, in a form substantially the same as that which is attached hereto.

An appropriate vote follows:

VOTED: To authorize the Director to enter into an agreement between the Authority, the Wang Center, and the New England Medical Center regarding the Wang Center loading docks, in a form substantially the same as the Agreement attached hereto.

